Let us hope, then, that the Metropolitan Commissioners of Sewers, whom we cordially wish well through their arduous labours, will establish an additional claim to the confidence of the public, by carefully preventing the publication of any report which is not couched in the most temperate terms. If they do not, they may find the task of *deodorizing* more difficult than they think for.

We are not fond of finding fault, or even of exposing misdoings; we would rather praise than blame; still, when occasion arises, we never shrink from the task, and unfortunately this is too often the case, especially in architectural competitions. The ink of our notice of very suspicious proceedings at Chichester was scarcely dry before we were called on to refer to others equally so at Birmingham.

To expect a just decision, excepting through chance, in a competition where a board of guardians, unaided, are to make the selection, even if they have the best intentions, and earnestly desire to do right, is simply ridiculous. In the case now under discussion, to which we referred last week, there would seem to be influences at work, apart from this actual impossibility, which will prevent the likelihood of justice being done to the competitors,—at least, if the statements forwarded to us, and others publicly made, be true.

We have before us the names of fifty-two competitors, and the initials of two. How these came to be public we do not know; but supposing that the competitors understood that it was to be so, we do not object to this. Twenty-eight of these, according to the list, are from London and its suburbs, including some respectable names, and five are from Birmingham. In two meetings, or at most three, forty-seven of the designs were got rid of, seven being selected as the best. Of these seven, how many will our readers say were of the twenty-eight from London, and how many from the Birmingham list? Supposing the talent equal in both places, and making some allowance for superior facilities for obtaining local information possessed by the architects of the town, the calculation is not difficult. We will wager a new case of instruments, however, with the best arithmetician who reads us, that the result of his sums will not coincide with the fact. *The committee's list includes all five of the Birmingham competitors* (at least so goes our information) *and not one of the London men.**

The *Birmingham Journal* of Saturday last has a sensible leading article on the subject, pointing out the injustice that is being done to the competitors. In speaking of the selection the writer says, after remarking that of the two meetings in which the work had been done, considerable part of one was occupied in discussing merely the mode of determining the best,—"It may be as well to remind our readers that not one in ten of the guardians in committee assembled had the slightest practical knowledge of the subject before them. Few unprofessional men are able to 'read,' as it is termed, an architectural plan so as to understand even its general features, and we do not libel the guardians in saying that they are quite as competent to read a Greek poem, or a Sanscrit MS., as they are to analyse, still less to generalise, the necessarily elaborate and complicated details before them. If this be so, we are at a loss to determine on what principle they judged of, and threw overboard, the forty-six plans referred to. Look also at the express speed with which they got through their work. Admitting that several of the plans were ineligible on the score of expense, or, for some cause not connected with their architectural arrangements, did not require examination, there was still a number sufficient to occupy the time of a competent tribunal for a week. Consider the facts already stated; the time the mere arrangement of the plans occupied, the numerous details demanding separate consideration with reference to themselves and to the building as a whole, the cost of producing these plans, and the professional character of the architects in some measure involved in the decision, then estimate the competency of the judges, and the attention bestowed on the plans at the two meetings with these considerations, and it must be admitted that the tribunal was as incompetent as the trial was hurried and unfair."

The writer, in conclusion, urges the guardians to retrace their steps; to appoint three architects of character who are not interested in the competition, and request them to examine and report upon the plans for the guidance of the Board.

One of the guardians has attempted, in a letter to *Aris's Gazette*, to reply to the *Journal*, but says nothing more so far as relates to the real question at issue than that the board had three meetings instead of two.

One of the competitors has, in a praiseworthy manner, exerted himself to obtain a reconsideration of the designs. A meeting of competitors was fixed to take place at Birmingham on Tuesday (it being understood that the board would make their final selection on Wednesday), but the notice was so short that we doubt if many were able to attend.* Several members of the board themselves feel that an injustice (if only through want of knowledge) is being committed, and have offered, we are told, to co-operate in bringing the matter fairly before the public, and giving the competitors a chance of redress.

And so, having discoursed of Prime Ministers and Baptist Missionaries, Commissioners of Sewers and Board of Guardians, wandering without apology from London to Birmingham, we commend the matter of our paper to the consideration of the various parties whom it may concern, considering they will not find it wholly unins tructive.

* The names of the selected are (without reference to the order of merit), Cox and Goodwin, Lewisham; Brodrick, Hull; and Whatley, Drury and Bateman, Newey. Hemming, an I see believe, but this is not quite clear in our list) Empson, all of Birmingham.

* We were requested to co-operate by giving intimation of the meeting to the London competitors, and premising at the meeting, but did not receive the letter until too late.

THE RIGHTS AND RESPONSIBILITIES OF ARCHITECTS.

The mutual positions of Architects† and their Employers, differ in no material respect from the ordinary relations as by law established between principals and their agents. The most prominent peculiarity attaching to the intercourse between them arises from the nature of their association,—which is neither honorary, as in the case of barristers and physicians in respect of their clients or patients, nor yet subject to any fixed and certain claims for services, as are the attendances of attorneys and solicitors. Hence it follows, that in all engagements made with architects, unless controlled by an express agreement, the amount of compensation due to them for their professional assistance is estimated on the *quantum meruit* principle, and therefore must depend mainly upon the evidence adduced in each particular transaction, in support of the amount of skill and labour entitled to remuneration. A contract will be implied as having been entered into by the one party to pay a fair and reasonable compensation to the other, in consideration of the duties and responsibilities which he assumes, and of the labour and services which he performs. This, in the absence of an express contract, is the extent of the implied agreement. The only question that can possibly arise out of this state of things goes to the value of the services actually rendered.

An architect's engagement or retainer is not, as has been frequently erroneously supposed, necessarily co-extensive with the completion of his original design, nor continuing to the entire execution of the works primarily entrusted to his charge. The employer may at any time discharge one architect and engage another. In such a case, the architect displaced must seek his remedy on *quantum meruit*. Nor would his claim be limited to the works then actually performed or in progress; he would also be entitled to a remuneration commensurate with the prospective advantage accruing to his employer from the adoption of that design which he is denied the privilege of perfecting.

An architect is bound to exercise due care and skill in execution of the trusts committed to his charge. Nor will any thing short of a personal investigation into all the details of every matter delegated to him be sufficient to exonerate him from the imputation of neglect. In case of the occurrence of any unforeseen disaster, it will be no valid plea for him, in answer to the charge of negligence, to show that the particulars on which his calculations have been erroneously grounded were furnished to him by his employer. It is his duty to inspect, to test, and verify all data which may be supplied to him, if on the correctness of those data the success or failure of his work depend. Hence, an architect, having been employed by a committee to erect a bridge, it was held that he was bound to ascertain for himself *by personal experiment* the nature of the soil; although a person previously appointed by the committee for that purpose communicated to him, by their express desire, the result of his inquiries.*

Nor can an architect establish any claim in respect of his services, when, either through neglect or ignorance, his calculations have been proved erroneous, and his estimates deceptive. Indeed, it is a general and most equitable rule that no agent can demand remuneration as for work and labour done, unless the principal derives some benefit from his assistance.† Common sense will accord its approval to that dictum of the law which declares want of competence or want of candour to be equally unworthy. Hence an architect, who, by means of a grossly incorrect estimate, induces his employer to undertake work which cannot be completed otherwise than at a much greater expense than was originally contemplated, is not entitled to recover any thing for his trouble, either in the making of such estimate—or for the execution of the works performed thereunder—or for any services connected therewith.‡ In such a case—that is to say, when the estimate is utterly erroneous and deceptive, no remedy is given to the architect in action upon *quantum meruit*: since the defendant may, without notice, and under plea of the general issue,§ reduce the damages "by showing that the work was improperly done; and may entitle himself to a verdict by establishing its total inefficiency."‖

The words of Mr. Justice Le Blanc applied to an analagous case,¶ may be quoted as forming a very appropriate summary of the points involving the necessity for the exercise of a fair degree of skill and care by an architect, for, as he observes, "the plaintiff must be prepared to show that his work was properly done. If a man contracted with another to build him a house for a certain sum, it surely would not be sufficient for the plaintiff to show that he had put together such a quantity of bricks and timber in the shape of a house.

† We were requested to co-operate by giving intimation of the meeting to the London competitors, and premising at the meeting, but did not receive the letter until too late.

† It is almost unnecessary to state that the rights and responsibilities of Architects and Surveyors are here treated as identical.

* *Moneypenny* v. *Hartland*, 1 C. and P., 352; 2 *id.* 378 S. C. on second trial.

† See *Stewart* v. *Kayle*, 2 Stark. 101; *Hamond* v. *Holliday*, 1 C. and P., 384.

‡ *Moneypenny* v. *Hartland*. Ante.

§ *Chitty on Cont.*, 569; *Denew* v. *Deverel*, 3 Camp. C., 451; and *Farnsworth* v. *Garrard*, 1 Camp. 36.

‖ *Baillie* v. *Kell*, 4 Bing. N. C., 638.

¶ *Basten* v. *Butler*, 7 East—479 and 484.